

# ATTACHMENT 1

**IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA  
Civil Case No: 22-CV-00037**

ARTHUR HILL,	)	
	)	
Plaintiff, pro se,	)	
	)	
vs.	)	
	)	
Carvana, LLC. and	)	
Bridgecrest Credit Company, LLC.	)	
	)	
Defendants.	)	
	)	
	)	
	)	

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**SUPPLEMENTAL DECLARATION OF ARTHUR HILL**

Under penalty of perjury and pursuant to 28 U.S.C. § 1746, Declarant, Arthur Hill, states that:

1. My name is Arthur Hill (“Plaintiff”, “I”, “My” or “Me”) and I am the Plaintiff in the above-entitled legal action, above the age of 18 and fully competent to give testimony contained in this Declaration, all of which comes from my personal knowledge.
2. On September 14, 2021, I was contacted by WSOC-TV regarding case 1:21-CV-00714 which had been removed to this Court on that same date. A true and accurate copy of the email I received is attached as **Exhibit 20**.
3. On September 17, 2021, I did an on-camera interview with a WSOC-TV investigative reporter named Jason Stoogenke. During a conversation with Mr. Stoogenke, he informed me about a ban of Carvana’s dealership in Wake County.

A true and accurate copy of an email from Mr. Soogenke just prior to the on-camera interview is attached as **Exhibit 21**.

4. After completing the on-camera interview with WSOC-TV, I searched online and confirmed Carvana had been banned in Wake County and discovered the Settlement Agreement (the "Agreement") that was entered in Superior Court case number 21 CVS 8116. A true and accurate copy of that agreement is attached as **Exhibit 22**.
5. Over the weeks following the discovery of the Agreement, I researched the laws and regulations dealing with the department of motor vehicles. Using information in the Agreement regarding temporary plates and markers, I researched the law regarding those items along with reviewing the documents I had received from Carvana. From that research, I discovered that I was charged for a temporary plate but based on the law and the fact that no temporary plate was provided, I came to believe that I shouldn't have been charged.
6. On October 13, 2021 at approximately 10:00 AM EST, I retrieved a 30-day temporary marker receipt from the glovebox of the car I purchased from Carvana and noticed it was not signed and missing other information. A true and accurate copy of that document is attached the Second Amended Complaint as Exhibit 5. At or around 10:05 AM EST, I filed a complaint ("Theft Bureau Complaint") with the NC DMV Theft Bureau ("Theft Bureau"), complaining about the temporary plate fee. At approximately 11:30 AM EST on the same day, I was called by someone from the Theft Bureau. I received a follow-up email after that phone call requesting that I provide a copy of the document showing I was charged for a temporary plate

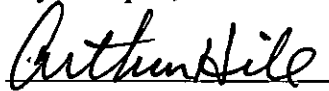
and I responded providing page 1 of the Retail Purchase Agreement I had been provided by Carvana, which is attached to the Second Amended Complaint as Exhibit 1. A true and accurate copy of that email exchange is attached as **Exhibit 23**.

7. Later in the day on October 13, 2021, I then researched the law regarding the Retail Installment Sales Act ("RISA"). Based on further research of the laws regarding title and registration, I came to believe that I should not have been charged a \$36 NC Registration Fee or \$15 County Registration Fee. And based on my review of the DMV fee schedule for 2019, I came to believe that I should have been charged a \$20 Transfer Plate Fee instead of the three fees I was charged. The next day on October 14, 2021, I requested a statement of account and rebate at bridgecrest.com. And after I received no response to my requests after waiting 14 days, I filed suit on October 28, 2021 against Carvana and Bridgecrest in Superior Court of Cabarrus County.

Further the affiant sayeth not.

I declare under penalty of perjury the forgoing is true and correct.

This 16<sup>th</sup> day of April, 2022.



Arthur Hill